

SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT NEW CONSTRUCTION ONLY

State of Delaware

Approved by the Delaware Real Estate Commission (effective 4/13/2017)

- obc	rty A	Addr	ess:
Vhen	Was	s the	Home Completed: Date Purchased:
efects nal se nits fo omm his R gned mak gents Buy the p ade; o tate P	of the ettlem or 1-4 ission eport by B e the reproper material anniment of the ettlement of	ne pronent. It famin, and shall uyer a disclessenting wis sclose terial contal	e 6 of the Delaware Code, requires a Seller of residential property to disclose in writing all material perty that are known at the time the property is offered for sale or that are known prior to the time of Residential property means any interest in a property or manufactured housing lot, improved by dwelli lies. The disclosure must be made on this Report, which has been approved by the Delaware Real Estal shall be updated as necessary for any material changes occurring in the property before final settleme be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller oscures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Subang Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Sellesh to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defected in an update of this Report prior to settlement, provided Seller has complied with the Agreement of defects which occur after settlement. State websites containing helpful information include: Office of coordination www.stateplanning.delaware.gov , Delaware Department of Natural Resources and ontrol www.dnrec.alpha.delaware.gov , Delaware Division of Public Health
ww.c			are.gov/dhss/dph, Delaware State Police Sex Offender Registry www.sexoffender.dsp.delaware.gov arted on www.delaware.gov.
ww.c			* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section VIII.
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Seller's Initials ______ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section VIII.				
			§317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any				
			financial obligation for the buyer, and a written summary of all financial obligations created by documents in				
			the chain of title. As evidenced by signature below, buyer has received a copy of these documents.				
			7. Is there a (Homeowners Association), (Condominium Association), (Civic Association), or				
_			(Maintenance Corporation) included in the deed? 8. Is there a capital contribution fee due by a new owner to the Association? If yes, how much?				
			9. If # 7 is Yes, are there any (fees), (dues), (assessments), or (bonds) involved?				
			If Yes, how much? and how often?				
			Are they (Mandatory) or (Voluntary)?				
			10. Is there any defect, damage, or problem with any common elements or common areas? If Yes, describe in VIII.				
			11. Is there any condition or claim which may result in an increase in assessments or fees? If Yes, describe in VIII.				
			12. Name of Association Representative:				
			Phone #				
			Representative E-mail Address:				
			surrounding area? If Yes, describe in VIII.				
			14. Is the property subject to any agreements concerning affordable housing or workforce housing?				
			15. Snow removal or deicing services on dedicated, public streets within the community are the responsibility				
			of:				
			The community Homeowners Association (HOA) pending the completion of the streets by the				
			developer or homebuilder and the acceptance of the State into their maintenance system, or				
			The community Homeowners Association (HOA).				
			III. TITLE / ZONING INFORMATION				
			16. Is your property owned (In fee simple) or (Leasehold) or (Cooperative)?				
			17. Are you aware of any right-of-ways, easements, or similar matters that may affect the property? If Yes, describe in VIII.				
_			18. Are you aware of any shared maintenance agreements affecting the property? If Yes, describe in VIII. 19. Are you aware of any variance, zoning, non-conforming use, or setback violations? If Yes, describe in				
			VIII.				
			20. Has the variance or non-conforming use expired or would not be transferable? If Yes, describe in VIII.				
			21. Are there any unpaid assessments? If Yes, indicate amount				
			22. Do you have knowledge of any future assessments? If Yes, describe in VIII.				
			23. Does the amount owed on your mortgages and other liens exceed the estimated value of the property?				
			24. If Yes, are additional funds available from Seller for settlement?				
			IV. MISCELLANEOUS				
			25. Are you aware of any existing or threatened legal action affecting this property? If Yes, describe in VIII.				
			26. Do you know of any violations of local, state, federal laws, or regulations relating to this property? If Yes, describe in VIII.				
_			27. What is the type of trash disposal? (Private) (Municipal) or (Other).				
			28. The cost of repairing and paving the streets adjacent to the property is paid for by:				
			The property owner(s), estimated fees: \$				
			☐ Delaware Department of Transportation or the State of Delaware ☐ City/Town ☐ Other				
	of E	Prop	erty Address:				
		•	·				
1 S	1111111	115	Seller's Initials Buyer's Initials Buyer's Initials				

	Unknown Note to Buyer: Repairing and repaying of the streets can be very costly. (6 Delaware Code§ 2578)
	29. Is off street parking available for this property? If Yes, number of spaces available:
	By Delaware Law, the builder contracting with an owner to build a new dwelling for one or two families must offer an option of purchasing an automatic fire sprinkler system or other requested fire suppression system. For more information ask your builder and visit: http://www.statefiremarshal.delaware.gov/ or for the
	brochure .http://www.statefiremarshal.delaware.gov/pdfs/Home Sprinkler Brochure.pdf
	30. Have you received notice from any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? If Yes, describe in XVI.
	31. Is there anything else you should disclose to a prospective Buyer because it may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, threat of condemnation, noise, bright lights, odors, or other nuisances, etc.? If Yes to any, describe in XVI.
	V. ENVIRONMENTAL HAZARDS
	32. Are you aware of any present or previous underground storage tanks (UST) or toxic substances present on this property (structure or soil) such as PCB's, solvents, hydraulic fluid, petro chemicals, hazardous wastes, or others? If Yes, describe in detail in section VIII.
	33. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If Yes, describe in VIII.
	34. Are there now or have there been any underground storage tanks on the property? For (heating fuel),
	(propane), (septic), or (Other). If Yes, describe locations in XVI
	35. If the tank was abandoned, was it done with all necessary permits and properly abandoned? 36. Are you aware of the presence of radon in this property?
	37. Are you aware of the presence of radon in this property? 37. Are you aware of any radon tests or inspections that have been performed on the property identified above?
	VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)
	38. Is there any fill or expansive soil on the property?
	39. Do you know of any sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the property or in the immediate neighborhood? If Yes, describe in VIII.
	40. Is the property located in a flood zone? 41. Do you know of any encroachments, boundary line disputes, or easements affecting the property? If Yes, describe in VIII.
	42. Are there any tax ditches crossing or bordering the property?43. Are there any swales crossing the property that are under the control of a Soil and Conservation District?If Yes, describe in VIII.
	 44. Is any part of the property considered wetlands? 45. Are there any drainage or flood problems affecting the property? If Yes, describe in XVI 46. Has the property ever been surveyed?
	47. Are the boundaries of the property marked in any way?
	VII. PLUMBING-RELATED ITEMS
	48. If septic, type: (Gravity Fed) (Capping Fill) (LPP) (Mound) (Holding Tank) (Other:)
	(Other:) 49. What type of plumbing (copper), (PVC), (Other), is in the house? 1. Water supply 2. Drainage 50. Is there a wastewater spray irrigation system installed on or adjacent to the property?
	50. Is there a wastewater spray irrigation system installed on or adjacent to the property?
	51. What is the drinking water source?
	52. If drinking water supplied by utility, name of utility: 53. Are there any (sewer \$) or (water \$) connection charges to be paid by
	the buyer?
Page 3 of 5 Prop	erty Address:
eller's Initials	Seller's Initials Buyer's Initials Buyer's Initials

VIII. ADDITIONAL INFORMATION

If you were directed to this section to clarify an answer, or if you indicated there is a problem with any of the items in sections I through VII, provide a detailed explanation below. Attach additional sheets if needed.

Question Number	Additional Information		
	onal problem, clarification, o	r document sheets attached?	No Yes.
	ACI	KNOWLEDGMENT OF SELLE	<u>er</u>
elief is comple roblems with a ale of this prop state Agent in isclosures con ny, is / are her	te, true, and accurate. Seller he property have been disclost verty, other than those set forth volved in the sale of this properained herein, or on any subsection.	has no knowledge, information, or ed to, or discussed with, any Real in in this report. Seller does hereby erty from any liability incurred as quent amendment hereto Seller's report to any prospective Buyer.	to the best of Seller's knowledge and other reason to believe that any defects of Estate Agent or Broker involved in the indemnify and hold harmless any Real a result of any third-party reliance on the Broker and / or Cooperating Broker, if This is a legally binding document. If not
ELLER	Date	SELLER	Date
ELLER	Date	SELLER	Date
age 4 of 5 Pro	nerty Address:		

Date the contents of this Report were last updated:								
	<u>ACKNO'</u>	WLEDGMENT OF BUYER						
an Agreement of Sale, Buyer n / or appropriate City or Town I	has received and rea nay review the applic Plans showing planne	d a signed copy of this report. cable Master Plan or Comprehe ed land uses, zoning, roads, hig	Pledge and this report does not Buyer understands that before signing ensive Land Use Plan for the County an hways, locations, and nature of current f not understood, an attorney should be					
BUYER	Date	BUYER	Date					
BUYER	Date	BUYER	Date					

Page 5 of 5 Property Address: